for the balance remaining due after such set-off; the share of the remuneration to which the plaintiff, as Lord Norreys' assignee, was held entitled being one-sixth of the £4,900, the balance of the £5,000 after deducting the £100 already paid thereout.

GAMING—PLACE USED FOR BETTING—INCLOSURE ON RACECOURSE—BETTING ACT, 1853 (16 & 17 VICT., C. 119), SS. 1, 3—(CR. CODE, SS. 197, 204, S-S. 2).

Powell v. *Kingston Park Racecourse Co.* (1899) A.C. 143 is the case which is supposed to have overruled the case of *Hawke* v. *Dunn* (1897) 1 Q.B. 570 (noted ante, vol. 33, p. 518). A careful consideration of the [illegible] may, we think, lead possibly to the conclusion that the cases are not really in conflict at all, although it must be conceded that in the head note of the report, and in some of the judgments delivered, both in the House of Lords and Court of Appeal, that is assumed to be the effect of the decision in this case. The present case, when in the Court of Appeal (1897) 2 Q.B. 242, was noted ante, vol. 33, p. 762. It may be remarked, at the outset, that there was a notable distinction between the two cases. *Hawke* v. *Dunn* was a criminal prosecution of the defendant for an infraction of the Betting Act, 1853 (16 & 17 Vict., c. 119), for using the betting ring of a racecourse as a place for betting, with other persons resorting thereto. The Court for Crown Cases reserved unanimously held that the defendant had been guilty of a violation of the Act, and might properly be convicted. The defendant in that case had no control whatever over the inclosure. In view of that decision, and probably for the purpose of obtaining a different decision, the present action of *Powell* v. *Kingston Park Racecourse Co.* was instituted by a shareholder of the company, praying an injunction to restrain the company from opening or keeping open the inclosure for the purpose of persons using the same for betting with persons resorting thereto, or paying or receiving money for bets made on horse races, and from knowingly and wilfully permitting the inclosure to be used for such purposes, and from otherwise carrying on its business contrary to the Betting Act. It was not alleged that the defendants took any part in the betting, or derived any benefit or advantage therefrom, directly or indirectly. All that appeared was that the plaintiffs admitted the public on payment of a sum of money to the inclosure, and that professional bookmakers, along with other members of the public, thus obtained admission to the